



BARTLETT LAW

Barristers and Solicitors

WELCOME TO BARTLETT LAW

We are pleased you have chosen our firm to assist you with your legal matter.

This information pack contains our standard terms of engagement documentation that we are required to give to you. Please take the time to read these carefully. We are happy to discuss and explain any of these if they are unclear.

After your consultation with your lawyer we will also send you a formal terms of engagement letter. This letter will describe the matter we are working on for you and will also set out the hourly charge-out rate of the lawyers who might be working on your case. It will also name the lawyer who is primarily responsible for your file.

If you have any particular deadlines, or if you have a budget for your matter, please would you let your lawyer know. If you have any questions about our services, you should ask your lawyer or you can contact our Business Manager, Andrea Simpson-Keene.

What we will do for you

We will keep you informed about the work we are doing. If you have a question or concern about what we are doing, please contact us so we can discuss it.

If you are concerned about how much the work will cost, just let us know. We will give you an estimate of our fee based on the work we think we will need to do. If this changes at any time, we will let you know and provide an updated estimate.

What we need from you

Please provide all the information we need to act on your behalf and advise us of any changes to your circumstances, as this may affect the advice you require.

Please keep up to date with the payment of our fees or any agreed payment arrangements so we can continue to act on your behalf.

We welcome feedback about our services, so if there is anything you would like to pass on to us, please do so via Andrea. Her email address is andrea@btlaw.co.nz and her phone number is Wellington 472 5579.

The Team at Bartlett Law

BARTLETT LAW, BARRISTERS & SOLICITORS

STANDARD TERMS OF ENGAGEMENT

These Standard Terms of Engagement (Terms) apply to any current engagement and also to any future engagement, whether or not we send you another copy of them. We are entitled to change these Terms from time to time, in which case we will put them on our website (www.bartlettlaw.co.nz). The new Terms will apply to all instructions after the Terms are placed on the website.

Services

The services we are to provide for you are outlined in our engagement letter, along with any further instructions that you provide to us in writing (or that we record in writing).

In order to provide you with efficient advice and services and to provide the most cost-effective service, it may be that part or all of your instructions will be delegated to other professionals or qualified staff in our firm.

Communications

We will obtain from you contact details, including email address or addresses, postal address and telephone numbers. We may provide documents and other communications to you by email or other electronic means. You will advise us if any of your contact details change.

We will report to you periodically on the progress of any engagement. You may request a progress report at any time.

You agree that we may provide you from time to time with other information that may be relevant to you, such as newsletters and information bulletins. At any time you may request that this not be sent to you.

Financial

Fees

We will charge you a reasonable fee for the work we carry out, and this may take into account a number of factors as set out in the letter of engagement including the time we spend on your work. The fees we will charge or the manner in which they will be arrived at, are set out in our engagement letter.

If the engagement letter specifies a fixed fee, we will charge this for the agreed scope of our services. Work which falls outside that scope will be charged on an hourly rate basis. We will advise you as soon as reasonably practicable if it becomes necessary for us to provide services outside the agreed scope and, if requested, give you an estimate of the likely amount of the further costs.

Where our fees are calculated on an hourly basis, the hourly rates of the people we expect to undertake the work are set out in the letter of engagement. Any differences in those rates reflect the different levels of experience and specialisation of our professional staff. Time

is recorded in six minute units, with actual time spent rounded up to the next unit of six minutes.

Hourly fees may be adjusted (upwards or downwards) to ensure the fee is fair and reasonable to take into account matters such as the complexity, urgency, value and importance of the services. Full details of the relevant fee factors are set out in Rule 9 of the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008 (Rules).

Disbursements and expenses

As well as our fees, we will charge you for direct expenses (disbursements) that we incur while carrying out your instructions or payments that we make to third parties on your behalf. We will also charge incidental office expenses, such as toll calls, couriers and photocopying. These will be included in our invoice to you when the expense is incurred.

GST

Our services will usually attract Goods and Services Tax (GST). If this is the case, GST is payable by you on our fees and charges.

Billing (invoices) and terms of payment

We will send you an invoice for our fees and disbursements at various times while the work we do for you is continuing, or if expressly agreed by the firm when the particular matter or transaction is completed. We may also send you an invoice when we incur a significant expense. We require you to pay within 14 days of the date of the invoice (the due date). If you have difficulty in paying any of our accounts, please contact us promptly so we can consider discussing payment arrangements.

To ensure that we continue acting for you, it is essential that you pay your bills promptly. If a bill is not paid by the due date we may elect to stop acting for you. In the unlikely event that this happens, we will notify you that we intend to stop acting for you. We will use the address you have given us as your contact address. This may be an email address. You will continue to be responsible for paying our fees for the work we have done for you and the expenses we have incurred.

If your bill is not paid by the due date, we reserve the right to charge you interest. Interest will be payable from the day immediately after the due date. Interest will be calculated at the rate of 2% per month on the outstanding amount. You will be responsible for all legal (solicitor/client) and other costs that we incur through recovering or attempting to recover the debt owed by you to us.

Payment may be made by deposit to the firm's bank account number: 010527-0109299-00.

Third parties

Although you may expect to be reimbursed by a third party for our fees and expenses, and although our invoices may at your request or with your approval be directed to a third party, nevertheless you remain responsible for payment to us in accordance with these Terms if the third party fails to pay us.

Feedback, and what to do if you have concerns about our work or a complaint

We value our relationship with you. Client satisfaction is one of our primary objectives and feedback from clients is helpful to us. If you would like to comment on any aspect of the service provided to us, including how we can improve our service, please contact the lawyer responsible for your business or our Principal, Penelope Ryder-Lewis.

If at any time you have any concerns about our work, our costs, or a complaint, please contact the person in our firm who has overall responsibility for your work as soon as possible. Please raise any queries you have about our costs or any invoice within seven days of receiving it. The person in our firm who has overall responsibility for your work will endeavour to resolve your concern or complaint in an efficient manner. He/she will respond to your concerns as soon as possible. That person will enquire into your complaint and endeavour in good faith to resolve the matter with you in a way that is fair to all concerned.

If he/she cannot resolve your concern or complaint the New Zealand Law Society has a complaint service to which you may refer the issue. You can call the 0800 number for guidance, lodge a concern or make a formal complaint. Matters may be directed to:

Lawyers Complaints Service
PO Box 5041
Wellington 6140
New Zealand

Phone: 0800-261-801

To lodge a concern:

www.lawsociety.org.nz/for-the-community/lawyers-complaints-service/concerns-form

To make a formal complaint:

www.lawsociety.org.nz/for-the-community/lawyers-complaints-service/how-to-make-a-complaint

Email: complaints@lawsociety.org.nz

Confidentiality and privacy

While we are acting for you, we are authorised by you to collect and hold personal information about you. If you fail to provide us with the necessary information, this may prevent us from representing you effectively.

We will hold in confidence all information concerning you or your affairs that we acquire while acting for you. We will not disclose any of this information to any other person except to the extent necessary or desirable to enable us to carry out your instructions; or as expressly or impliedly agreed by you; or as necessary to protect our interests in respect of any complaint or dispute; or to the extent required or permitted by law.

Confidential information concerning you will as far as practicable be made available only to those within our firm who are providing legal services for you. We will of course not disclose to you confidential information which we hold in relation to any other client.

We may use the information we hold about you to provide you with legal services and to inform you about issues and developments that may be of interest to you. We may also use this information to obtain credit references or other references about you, and we may give the information to debt collection agencies if you have not paid a bill when it is due. You authorise us to obtain from any person, or to release to any person, any information that is necessary for those purposes, and you also authorise any person to release any information to us that we require for those purposes.

The information we collect and hold about you will be kept at any offices and/or secure file storage sites (including electronic file storage sites) elsewhere. If you are an individual, you have the right to access and correct this information.

Documents, records and information

We will keep a record of all important documents which we receive or create on your behalf on the following basis:

- (a) We may keep a record electronically and destroy originals (except where the existence of an original is legally important).
- (b) At any time, we may dispose of documents which are duplicates, or which are trivial (such as emails which do not contain substantive information), or documents which belong to us.
- (c) We are not obliged to retain documents or copies where you have requested that we provide them to you or to another person and we have done so, although we are entitled to retain copies for our own records if we wish to do so.

We will provide to you on request copies or originals (at our option) of all documents to which you are entitled under the Privacy Act 1993 or Privacy Act 2020 or any other law. We may charge you our reasonable costs for doing this.

Where we hold documents that belong to a third party you will need to provide us with that party's written authority to uplift or obtain a copy of that document.

Unless you instruct us in writing otherwise, you authorise us and consent to us (without further reference to you) to destroy (or delete in the case of electronic records) all files and documents in respect of the services seven years after our engagement ends (other than any documents that we hold in safe custody for you or are otherwise obliged by law to retain for longer). We may retain documents for longer at our option.

We may, at our option, return documents (either in hard or electronic form) to you rather than retain them. If we choose to do this, we will do so at our expense.

We own copyright in all documents or work we create in the course of performing the services but grant you a non-exclusive licence to use and copy the documents as you see fit for your own personal or commercial use. However, you may not permit any third party to copy, adapt or use the documents without our written permission.

Termination

You can end your relationship with us at any time. Please notify us of this in writing and we will then send you an invoice for our fees and expenses up to the date we receive notification of termination of the relationship.

We may terminate our relationship with you in any of the circumstances set out in the Rules, including existence of a conflict of interest, non-payment of fees, and failure to provide instructions. If we do so, we will then send you an invoice for our fees and expenses up to the date of termination of the relationship and you must pay us all fees due up to the date of termination and all expenses incurred up to that date.

If you want the documents relating to our work for you, we will provide you with those documents once you have paid all amounts invoiced by us to you.

Conflicts of interest

We have procedures in place to identify and respond to conflicts of interest. If a conflict of interest arises we will advise you of this and follow the requirements and procedures set out in the Law Society's Rules. This may mean we cannot act for you further in a particular matter and we may terminate our engagement.

Duty of Care

Our duty of care is to you and not to any other person. Before any other person may rely on our advice, we must expressly agree to this.

Our advice is opinion only, based on the facts known to us and on our professional judgment, and is subject to any changes in the law after the date on which the advice is given. We are not liable for errors in, or omissions from, any information provided to third parties.

Our advice relates only to each particular matter in respect of which you engage us. Once that matter is at an end, we will not owe you any duty or liability in respect of any related or other matters unless you specifically engage us in respect of those related or other matters.

Unless otherwise agreed, we may communicate with you and with others by electronic means. We cannot guarantee that these communications will not be lost or affected for some reason beyond our reasonable control, and we will not be liable for any damage or loss caused thereby.

General

This firm has one principal and employed barristers and solicitors, all of whom practice as barristers and solicitors. We do not operate a trust account and so do not hold monies or securities on behalf of clients.

Our relationship with you is governed by New Zealand law and New Zealand courts have non-exclusive jurisdiction.

INFORMATION FOR CLIENTS

Set out below is the information required by the *Rules of Conduct and Client Care for Lawyers* of the New Zealand Law Society (“Law Society”).

Fees

The basis on which fees will be charged is set out in our letter of engagement. When payment of fees is to be made is set out in our Standard Terms of Engagement.

Professional indemnity insurance

We hold professional indemnity insurance that meets or exceeds the minimum standards specified by the Law Society. We will provide you with particulars of the minimum standards upon request.

Lawyers’ Fidelity Fund

The Law Society maintains the Lawyers’ Fidelity Fund for the purpose of providing clients of lawyers with protection against pecuniary loss arising from theft by lawyers. The maximum amount payable by the Fidelity Fund by way of compensation to an individual claimant is limited to \$100,000. Except in certain circumstances specified in the Lawyers and Conveyancers Act 2006, the Fidelity Fund does not cover a client for any loss relating to money that a lawyer is instructed to invest on behalf of the client.

Complaints

We maintain a procedure for handling any complaints by clients, designed to ensure that a complaint is dealt with promptly and fairly.

If you have a complaint about our services or charges, you may refer your complaint to the person in our firm who has overall responsibility for your work.

The Law Society operates the Lawyers Complaints Service and you are able to make a complaint to that service. To do so, phone **0800 261 801** and you will be connected to the nearest Complaints Service Office, which can provide information and advice about making a complaint.

Persons responsible for the work

The names and status of the person or persons who will have the general carriage of or overall responsibility for the services we provide for you are set out in our letter of engagement.

Client care and service

The Law Society client care and service information is set out below.

Whatever legal services your lawyer is providing, he or she must:

- Act competently, in a timely way, and in accordance with instructions received and arrangements made.
- Protect and promote your interests and act for you free from compromising influences or loyalties.
- Discuss with you your objectives and how they should best be achieved.
- Provide you with information about the work to be done, who will do it and the way the services will be provided.
- Charge you a fee that is fair and reasonable and let you know how and when you will be billed.
- Give you clear information and advice.
- Protect your privacy and ensure appropriate confidentiality.
- Treat you fairly, respectfully and without discrimination.
- Keep you informed about the work being done and advise you when it is completed.
- Let you know how to make a complaint and deal with any complaint promptly and fairly.

The obligations lawyers owe to clients are described in the *Rules of Conduct and Client Care for Lawyers*. Those obligations are subject to other overriding duties, including duties to the courts and to the justice system.

If you have any questions, please visit www.lawsociety.org.nz or call 0800 261 801.

Limitations on extent of our obligations or liability

Any limitations on the extent of our obligations to you or any limitation or exclusion of liability are set out in our letter of engagement.